

Amendment Number 1
to
Contract Number DIR-SDD-258
between
State of Texas
acting by and through the Department of Information Resources
and
NWN Corporation, as successor to
Micro System Enterprises, Inc.

This Amendment Number 1 to Contract Number DIR-SDD-258 ("Contract") is between the Department of Information Resources ("DIR") and NWN Corporation ("NWN"), as successor by assignment from Micro System Enterprises, Inc. ("MSE"). DIR and NWN agree to modify the terms and conditions of the Contract as follows:

1. DIR acknowledges that MSE has assigned the Contract to NWN as of January 14, 2007. NWN has a principal place of business at 10661 Rockley Road, Houston, TX 77099.
2. NWN hereby agrees to perform all duties and obligations to be performed by MSE under Contract DIR-SDD-258 after January 14, 2007, to the same extent as if it had been an original party thereto, subject to the following:
3. NWN also represents it is not currently delinquent in the payment of any franchise tax owed the State of Texas and is not ineligible to receive payment under §231.006 of the Texas Family Code and acknowledges the Contract may be terminated and payment withheld if this certification is inaccurate.
4. NWN hereby represents it is CISV/CMBL, authorized to do business in the State of Texas and is in good standing with the Comptroller of Public Accounts.
5. **Appendix A, Section 5.A., Technology Access Clause, As Required by §2157.005, Texas Government Code (Applicable to State Agency Purchases Only)**, is deleted in its entirety.
6. **Appendix A, Section 5.B., Subsection 3), Electronic and Information Resources Accessibility Standards, As Required by 1 TAC Chapter 213 (Applicable to State Agency and Institution of Higher Education Purchases Only)**
7. is deleted in its entirety.
8. **Appendix A, Section 9.B., Vendor Certifications (v)** is deleted and replaced as follows:

(v) under Section 2155.004, Texas Government Code, the vendor certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate,
9. **Appendix A, Section 9.K. Overcharges**, is added as follows:

K. Overcharges

Vendor hereby assigns to DIR any and all of its claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 U.S.C.A. Section 1, et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. and Comm. Code Section 15.01, et seq.

10. **Appendix A, Section 9.L. Prohibited Conduct**, is added as follows:

L. Prohibited Conduct

Vendor represents and warrants that, to the best of its knowledge as of the date of this certification, neither Vendor nor any Order Fulfiller, subcontractor, firm, corporation, partnership, or institution represented by Vendor, nor anyone acting for such Order Fulfiller, subcontractor, firm, corporation or institution has: (1) violated the antitrust laws of the State of Texas under Texas Business & Commerce Code, Chapter 15, or the federal antitrust laws; or (2) communicated its response to the Request for Offer directly or indirectly to any competitor or any other person engaged in such line of business during the procurement for the Contract.

10. All other terms and conditions of the Contract as amended, not specifically modified herein, shall remain in full force and effect. In the event of conflict among the provisions, the order of precedence shall be this Amendment Number 1 and the Contract.

IN WITNESS WHEREOF, the parties hereby execute this amendment to be effective as of January 14, 2007.

**NWN Corporation, as successor to Micro
System Enterprises, Inc.**

**State of Texas, acting by and through the
Department of Information Resources**

Authorized By: _____

Authorized By: _____

Name: _____

Name: Cindy Reed

Title: _____

Title: Interim Director of Service Delivery

Date: _____

Date: _____

Legal: _____